

Agenda Item Form

Agenda Date: 03/30/04

Districts Affected: 2,3,4,6,&7

Dept. Head/Contact Information: Thomas Serrano, Senior Grants Planner, 541-4642

Type of Agenda Item:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
☒ Grant (duration of funds: 9 Months)
☐ Other Source: _____

Legal:

- ☐ Legal Review Required
Denied
- Attorney Assigned (please scroll down): Lee Ann Koehler
- ☒ Approved ☐

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: 2 days

Why is this item necessary:

The City of El Paso needs to enter into a Grant Agreement with AdEdge, L.L.C., in order to provide GED/ Computer Training Instruction to residents of the Enterprise Community (EC) and expend Empowerment Zone/ Enterprise Community Social Service Block Grant funds in the amount of \$100,280.00 before the expiration date of the EC program which is December 31, 2004.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Authorization is requested for the Mayor to sign a Grant Agreement between the City of El Paso and AdEdge, L.L.C., for the purpose of providing GED Certification Preparation and job oriented Computer Skills Instruction under the EC GED/Computer Training Initiative to the City's federally designated Enterprise Community Program. Under this Grant Agreement, AdEdge, LLC will provide GED Certification Preparation and Computer Skills Instruction classes at the AdEdge Computer Training Center, 1421 Lee Trevino Drive, El Paso, Texas 79936 and at 4020 Monroe Avenue, El Paso, Texas 79930, for the benefit of the residents of the Enterprise Community (EC) for the period of March 30th, 2004 to December 31, 2004. Empowerment Zone/Enterprise Community Social Service Block Grant (EZ /EC SSBG) Funds in the amount of \$100,280 will be used for this Grant Agreement.

The EC GED/Computer Training Initiative is one of 13 Action Initiatives administered through the federally designated Enterprise Community (EC) Program. In December of 1994, the City of El Paso was awarded \$2,947,368 of (EZ/EC SSBG) funds to administer the EC Program for a period not to exceed ten years.

AdEdge, L.L.C., will conduct multiple GED Certification Preparation and Computer Training classes during the project period. AdEdge, LLC has set a goal to teach a range of 75 – 100 EC residents in GED Certification Preparation and train 160-200 EC residents in Computer Skills Instruction. The GED preparation is based on the five modules that cover Mathematics, Language Arts (Reading), Social Studies, Science, and Language Arts (Writing). Core computer courses to be taught include Intro to Computers/Windows 2000; Intro to Microsoft Word; Intro to Microsoft Excel; Intro to Internet and E-mail; Typing/Keyboarding; and Jumpstart to Computers. This EC program will address one of the most critical needs of those EC Zone residents who are unemployed or underemployed due to the lack of adequate academic and/or job skills necessary to obtain suitable employment.

In addition, to enhance this project, AdEdge, L.L.C., will be contributing \$12,375 in-kind to the \$100,280 in EZ/EZ SSBG funds for a total project cost of \$112,655. The in-kind contribution will consist of the lease of computer equipment, technical and clerical support and partial salary of the Project Director.

Funds for this Grant Agreement will be drawn from deobligated funds from the Small Business Revolving Loan Fund Initiative that closed on October 23, 2003 and the Volunteer Youth Mentoring Initiative that closed June 30, 2003. EC residents have been expressing a need for additional Computer Training and GED classes and on February 25, 2004, the Enterprise Community Coordinating Committee (ECCC) recommended that de-obligated funds be reallocated and used to fund the EC GED/Computer Training Initiative. On January 17 and 18, 2004 a Request for Proposals (RFP) was published in the El Paso Times that solicited proposals to provide GED certification preparation and/or job oriented computer instruction. Five proposals were received as a result of the solicitation. Agencies submitting proposals include Language Plus, Inc., Victory Warriors Drill & Dance Academy, City Church, AdEdge Computer Training Center and Anamarc Educational Institute. A technical review committee was convened on Thursday, February 26, 2004 to interview agency applicants after review of each proposal in order to make recommendations to the Enterprise Community Coordinating Committee (ECCC). Afterwards, a list of the top three candidates along with a copy of all five proposals were delivered to ECCC members for study. Meeting on March 1, 2004, the ECCC reviewed the proposals and interviewed agency representatives from the list of the top three candidates provided to them. However, action on selecting an agency was tabled until March 8, 2004. At this meeting, the ECCC adopted a recommendation for City Council that a grant agreement be approved for AdEdge, L.L.C., to administer the GED Certification Preparation/Computer Skills Development Project.

Statutory or Citizen Concerns:

None

Departmental Concerns:

None

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the Mayor be authorized to sign a Grant Agreement between the City of El Paso and AdEdge, L.L.C., in the amount of \$100,280.00 in Empowerment Zone/Enterprise Community Social Service Block Grant (EZ/EC SSBG) funds for the purpose of providing General Equivalency Development (GED) Certification Preparation and Computer Skills Instruction, under the federally designated Enterprise Community (EC) GED/ Computer Training Initiative for the period of March 30, 2004 to December 31, 2004.

Funds are available in the EZ/EC SSBG Account No. G71 HHSC GEDT 05177 Dept. 71150005

ADOPTED this 30th day of March, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lee Ann B. Koehler
Lee Ann B. Koehler
Assistant City Attorney

APPROVED AS TO CONTENT:

Nathalie M. Prise
Nathalie M. Prise, Interim Director
Community and Human Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

GRANT AGREEMENT

SECTION 1. PARTIES TO GRANT AGREEMENT

This Grant Agreement is made and entered into by and between the CITY OF EL PASO, a home-rule municipal corporation, hereinafter referred to as "City," and AdEdge, L.L.C., a limited liability corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Grantee." The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. GRANT AGREEMENT PERIOD

This Grant Agreement shall commence on March 30, 2004 and shall terminate on December 31, 2004, unless otherwise specifically provided by the terms of this Grant Agreement.

SECTION 3. GRANTEE PERFORMANCE

Grantee shall conduct, in a satisfactory manner as determined by City, the U.S. Department of Health and Human Services, hereinafter referred to as "HHS," the U.S Department of Housing and Urban Development, hereinafter referred to as "HUD," and the office of the Governor, hereinafter referred to as "State Agency," an Enterprise Community Project, hereinafter referred to as "EC Project," pursuant to Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993, (26 U.S.C. 1391, et seq.), hereinafter referred to as the "Act"; 42 U.S.C. 1397f; the applicable provisions of Title 45 CFR Part 96 and Title 24 CFR Part 597; and the HHS Administration for Children and Families, Office of Community Services, Social Services in Empowerment Zones and Enterprise Communities, Terms and Conditions, FY 1995. Grantee shall perform all activities in accordance with the terms of the Performance Statement, hereinafter referred to as Exhibit A; the Budget hereinafter referred to as Exhibit B; the Certifications hereinafter referred to as Exhibit C; the applicable Laws and Regulations, incorporated herein by reference; and with all other terms, provisions and requirements set forth in this Grant Agreement.

SECTION 4 CITY'S OBLIGATIONS

A. Measures of Payment

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this Grant Agreement, City agrees to release to Grantee Empowerment Zone/Enterprise Community Social Services Block Grant (EZ/EC SSBG) funds in accordance with all applicable rules, regulations and guidelines for actual and reasonable costs incurred by Grantee during the term of this Grant

Agreement for performances rendered by Grantee under this Grant Agreement, as specified in Section 3 and otherwise herein, subject to the limitations set forth in this Section.

1. It is expressly understood and agreed by the parties hereto that City's obligations under this Section are contingent upon the actual receipt of adequate federal funds to meet City's obligations under this Grant Agreement. City anticipates that it will receive adequate federal funds to meet City's obligations under the Grant Agreement, however if adequate funds are not available to make payments under this Grant Agreement, City shall notify Grantee in writing as soon as practicable after such fact is determined. City shall thereupon terminate this Grant Agreement and will not be liable for failure to make payments to Grantee under this Grant Agreement.

2. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in Section 7(B) of this Grant Agreement.

3. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this Grant Agreement, including the terms of Exhibit A, Exhibit B, Exhibit C, and Exhibit D of this Grant Agreement.

4. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this Grant Agreement which have not been billed to City by Grantee within thirty (30) days following termination of this Grant Agreement.

5. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this Grant Agreement or after termination of this Grant Agreement.

B. Excess Payments

Grantee shall refund to City any sum of money which has been paid to Grantee by City, which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this Grant Agreement. Such refund shall be made by Grantee to City within ten (10) working days after such refund is requested by City.

C. Limitation on Payment Obligation

Notwithstanding any other provision of this Grant Agreement, the total of all payments and other obligations incurred by City under this Grant Agreement shall not exceed the sum of \$100,280 and will be paid by City, subject to all terms and conditions, as stated herein, from only one funding source: EZ/EC SSBG Funds. The City shall in no way be held liable to pay any sums to Grantee under the terms of this Grant Agreement, except as specified in

this Grant Agreement, and from the source as specified directly above, and shall in no way be held liable to Grantee to pay any such sums to Grantee from general city revenue, or any other source, except as specified directly above.

SECTION 5. METHOD OF PAYMENT

A. Grantee shall submit to City on a monthly basis a request for reimbursement of grant funds hereunder. The request for disbursement shall consist of a completed Request for Reimbursement form, an example of which is attached as Exhibit E and any other information which may be required for the City to request reimbursement from the State Agency. City shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until City has reviewed and approved such request.

B. Notwithstanding the provisions of Section 6(A) directly above, it is expressly understood and agreed by the parties hereto that payments under this Grant Agreement are contingent upon Grantee's full and satisfactory performance of its obligations under this Grant Agreement.

C. It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 6 or in any other provision of this Grant Agreement shall not preclude the exercise of any other right or remedy under this Grant Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

D. Grantee further understands that any payment or contribution by beneficiaries for services supported by this Grant Agreement shall be used for payment of operating costs of the program.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

A. Grantee shall comply with the administrative requirements of OMB Circular No. A-110.

B. The allowability of costs incurred for performances rendered by Grantee under this Grant Agreement shall be determined in accordance with OMB Circular No. A-122.

C. Grantee shall comply with the audit requirements of OMB Circular No. A-128 (Governments) and OMB Circular No. 133 (Institutions of higher learning and other non-profit institutions). If the Grantee is a for-profit organization, OMB Circular No. 133 shall also apply.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Grant Agreement in a manner which conforms to OMB Circular No. A-87, the Management Standards, and this Grant Agreement. Grantee shall comply with the retention and custodial requirements for records as set forth in OMB Circular No. A-102 of Exhibit D, as supplemented by Section 5.154 of the Management Standards.

B. Accordingly, among other requirements as specified above, Grantee shall maintain records which identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to, but not limited to, authorizations, obligations, un-obligated balances, assets, liabilities, outlays and income. Furthermore, Grantee shall be required to retain all financial records, bank records, supporting documents, statistical records and all other records relevant to performance of this Grant Agreement during the term of this Grant Agreement, and for at least three (3) years after termination of this Grant Agreement. Grantee shall give City complete access to all such records as described herein at any time during regular working hours, or at other reasonable times upon reasonable notice by City.

C. Grantee shall give City, State Agency, HUD, or any of their duly authorized representatives access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Grantee pertaining to this Grant Agreement, as determined in the discretion of City or any of the above-referenced governmental agencies or representatives. Such rights to access shall continue for at least three (3) years after the termination of this Grant Agreement. Grantee agrees to maintain such records in an accessible location.

SECTION 8. MONITORING

City reserves the right on its behalf, and on behalf of State Agency, or HUD to perform periodic on-site monitoring of (1) Grantee's compliance with the terms and conditions of this Grant Agreement, and (2) the adequacy and timeliness of Grantee's performances under this Grant Agreement. After such monitoring visit, City, State Agency or HUD shall provide Grantee with a written report of the monitor's findings. If the monitoring reports note deficiencies in Grantee's performances under the terms of this Grant Agreement, the Grantee shall correct the deficiencies within the time periods specified in Exhibit A of this Grant Agreement. Failure by Grantee to take corrective action as required by the monitoring report may be cause for suspension or termination of this Grant Agreement, as provided in Section 19 and 20 of this Grant Agreement.

SECTION 9. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that Grantee is contracting with City as an Independent Contractor, and that Grantee, as such, to the extent allowed by law, agrees to hold City harmless and to indemnify City from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Grantee under this Grant Agreement.

SECTION 10. SUB-GRANT AGREEMENTS

Grantee expressly understands and agrees that it shall not assign to, subcontract with, or otherwise agree with a third party to perform Grantee's obligations under this Grant Agreement, without prior written permission from the City.

SECTION 11. DISCRIMINATION PROHIBITED

No person in the United States shall, on the grounds of race, creed, color, national origin, (including immigration status where an alien holds proper work authorization) sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to the Grantee pursuant to this Grant Agreement, as set forth in Title 24 Code of Federal Regulation 570.602

SECTION 12. COMPLIANCE WITH LAWS

Grantee shall comply with all applicable federal, state and local laws, all City ordinances and all codes and regulations. In particular, Grantee must file the Assurance required under City's ordinance to prohibit discrimination against disabled persons. Failure to do so in any manner which materially impairs the quality of performance hereunder, or effects the administration of the funds provided hereunder shall constitute a material breach of this Grant Agreement.

SECTION 13. CONFLICT OF INTEREST

Grantee covenants that during the term of this Grant Agreement that the Grantee, its associates or employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services to be performed under this Grant Agreement. Grantee agrees that none of its paid personnel shall be employees of the City or have any Grant Agreement relationship

with the City. Grantee further understands that the Charter of the City of El Paso prohibits any officer or employee of the City from having any financial interest, direct or indirect, in this Grant Agreement. Any violation of this paragraph, with knowledge expressed or implied, by Grantee shall render this Grant Agreement voidable by the El Paso City Council.

SECTION 14. REVERSION OF ASSETS

Upon the expiration or termination of this Grant Agreement, the Grantee shall promptly transfer to City: (1) any EZ/EC SSBG funds on hand at the time of the expiration or termination; (2) all accounts receivable attributable to use of EZ/EC SSBG funds; (3) a share of unexpended Program Income generated during the term of the Grant Agreement proportionate to the contribution of EZ/EC SSBG funds to the Grantee's overall budget; (4) any claims against third parties based upon EZ/EC SSBG funds; and (5) any funds which City determines have not been expended in accordance with the terms of this Grant Agreement. Such refund shall be made by Grantee to City within ten (10) working days after City requests such refund.

SECTION 15. LEGAL AUTHORITY

A. Grantee assures and guarantees that Grantee possesses the legal authority to enter into this Grant Agreement, receive funds authorized by this Grant Agreement, and to perform the services Grantee has obligated itself to perform hereunder.

B. The person or persons signing and executing this Grant Agreement on behalf of Grantee, or representing themselves as signing and executing this Grant Agreement on behalf of Grantee, do hereby warrant and guarantee that he, she or they have been duly authorized by Grantee to execute this Grant Agreement on behalf of Grantee and to validly and legally bind the Grantee to all terms, performances, and provisions herein set forth.

C. City shall have the right to suspend or terminate this Grant Agreement if there is a dispute as to the legal authority of either Grantee or the person signing this Grant Agreement to enter into this Grant Agreement or to render performances hereunder. Grantee is liable to City for any money it has received from City for performance of the provisions of this Grant Agreement, if City has suspended or terminated this Grant Agreement for reasons enumerated in this Section 16.

SECTION 16. LITIGATION AND CLAIMS

Grantee shall give City immediate notice in writing of any action, including any proceeding before administrative agency, filed against Grantee arising out of the performance of this Grant Agreement. Except as otherwise directed by City, Grantee shall furnish immediately to City copies of all pertinent papers received by Grantee with respect to such action or claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this Grant Agreement, any alterations, additions, or deletions to the terms of this Grant Agreement shall be by amendment hereto in writing and executed by both parties to this Grant Agreement.

B. It is understood and agreed by the parties hereto that performances under this Grant Agreement must be rendered in accordance with the ACT, the regulations promulgated under the ACT, the assurances and certifications made to City by Grantee, and the assurances and certifications made to the State Agency and HUD by the City with regard to the operation of the EC Project. Based on these considerations, and in order to ensure the legal and effective performance of this Grant Agreement by both parties, it is agreed by the parties hereto that the performance under this Grant Agreement also may be amended in the following manner: the State Agency or HUD may from time to time during the period of performance of this Grant Agreement, issue policy directives which serve to establish, interpret, or clarify performance requirements under this Grant Agreement. Such policy directives shall have the effect of qualifying the terms of this Grant Agreement and shall be binding upon Grantee, as if written herein, provided however that said policy directives shall not alter the terms of this Grant Agreement so as to release City of any obligation specified in Section 5 of this Grant Agreement to reimburse costs incurred by Grantee, according to the procedures specified herein, prior to the effective date of said policy directives.

C. Any alterations, additions, or deletions to the terms of this Grant Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Grant Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

SECTION 18. SUSPENSION

In the event that Grantee fails to comply with any term of this Grant Agreement, City may upon written notification to Grantee suspend this Grant Agreement in whole or in part and withhold further payments to Grantee, and prohibit Grantee from incurring additional obligations of funds under this Grant Agreement.

SECTION 19. TERMINATION

A. City shall have the right to terminate this Grant Agreement, in whole or in part, at any time before the date of completion specified in Section 2 of this Grant Agreement whenever City determines that Grantee has failed to comply with any term of this Grant Agreement. City shall notify Grantee in writing prior to the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in

the case of partial termination, the portion of the Grant Agreement to be terminated. Within fifteen (15) days of the date of the City's notice hereunder, Grantee may furnish the City with written documentation that the requirements of this Grant Agreement have been cured. The City will provide a written response indicating whether the documentation is satisfactory and whether the Grant Agreement shall be terminated on the date previously specified. Grantee shall have the right to terminate this Grant Agreement, in whole or in part, when Grantee determines that the City has failed to comply with any term of this Grant Agreement; however, the City shall have fifteen (15) days from the date of notification from Grantee of Grantee's intent to terminate this Grant Agreement to furnish Grantee with written documentation that the requirements of this Grant Agreement have been cured.

B. Upon termination or receipt of notice to terminate, whichever occurs first, Grantee shall cease to incur costs thereunder. City shall not be liable to Grantee or to Grantee's creditors for costs incurred after termination of this Grant Agreement.

C. Notwithstanding any exercise by City of its right of suspension under Section 19 of this Grant Agreement, or of early termination pursuant to this Section 20, Grantee shall not be relieved of any liability to City for damages due to City by virtue of any breach of this Grant Agreement by Grantee. City may withhold payments to Grantee until such time as the exact amount of damages due to City from Grantee is agreed upon or is otherwise determined.

D. City shall have the right to terminate this Grant Agreement in whole or in part by providing written notice to Grantee in the event that the EZ/EC SSBG Grant Agreement or EC Project is terminated by HHS, HUD or State Agency.

SECTION 20. AUDIT

A. Grantee shall cooperate fully with City during the performance of any and all financial and compliance audits of funds received and performances rendered under this Grant Agreement, and shall take all reasonable steps necessary to aid City in fulfilling the requirements of any and all such audits.

B. Grantee agrees to permit the City, State Agency or HUD, and their authorized representatives, to audit Grantee's records and to obtain any documents, materials, or information necessary to facilitate such audit.

C. Grantee understands and agrees that it shall be liable to City for any costs incurred by Grantee that are disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise

made available to Grantee under this Grant Agreement.

D. Grantee shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 21 as City may require of Grantee.

E. Grantee shall refer to the publication entitled "Guidance for Auditors to use when examining EZ/EC SSBG Award Recipients and Sub-Recipients" attached hereto and incorporated herein as Exhibit J in relation to the Audit requirements addressed herein.

SECTION 21. SPECIAL CONDITIONS

A. City shall not release any funds for any costs incurred by Grantee under this Grant Agreement until City has received certification from Grantee that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Grant Agreement. City shall specify the content and form of such certification.

B. City shall not be liable to Grantee for any costs incurred by Grantee under this Grant Agreement until City receives proper documentation of such costs as specified by City.

C. Grantee understands and shall ensure that activities performed under this Grant Agreement shall be carried on in a manner free from religious influence.

SECTION 22. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Grant Agreement relating to the subject matter of this Grant Agreement made prior to the execution of this Grant Agreement have been reduced to writing and are contained in this Grant Agreement.

B. The attachments enumerated and denominated below are hereby made a part of this Grant Agreement and constitute promised performances by Grantee in accordance with Section 3 of this Grant Agreement:

1. Exhibit A. Performance Statement, 10 pages.
2. Exhibit B. Budget, 2 pages.
3. Exhibit C. Certifications, 3 pages.
4. Exhibit D. Applicable Laws and Regulations, incorporated by reference.
5. Exhibit E. Enterprise Community Program Reimbursement Request Summary Form, 2 pages.
6. Exhibit F. Enterprise Community Program Eligibility Form, 1 page.
7. Exhibit G. Enterprise Community Program Service Report, 1 page.
8. Exhibit H. Course Outline - GED & Computer Training, 11 pages.

9. Exhibit I. Enterprise Community Program Budget Revision Report, 1 page.
10. Exhibit J. Guidance For Auditors To Use When Examining EZ/EC Award Recipients and Sub-Recipients, 9 pages.
11. Exhibit K. AdEdge Computer Training Center Proposal, incorporated by reference.
12. Exhibit L. Letter of Intent - G&P Real Estate Consultants LLC, 1 page.
13. Exhibit M. Letter of Intent - G&P Real Estate Consultants LLC, 1 page.

SECTION 23. INDEMNITY AND LIABILITY INSURANCE

A. THE CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE GRANTEE INCURRED IN THE PERFORMANCE OF THIS GRANT AGREEMENT. THE GRANTEE EXPRESSLY AGREES, TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, LIABILITIES AND OBLIGATIONS ARISING OUT OF GRANTEE'S PERFORMANCE UNDER THIS GRANT AGREEMENT, INCURRED DUE TO GRANTEE'S NEGLIGENCE, ANY ACTIONS OUTSIDE GRANTEE'S SCOPE OF AUTHORITY, ANY OF GRANTEE'S NEGLIGENT ACTS OR ANY OMISSION TO ACT, ANY BREACH OF THIS GRANT AGREEMENT, OR ACTIONS OF THE GRANTEE OUTSIDE THE SCOPE OF THIS GRANT AGREEMENT. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

B. Grantee agrees to place into effect and maintain for the duration of this Grant Agreement public liability insurance in companies and through brokers approved by City in a minimum amount of two hundred fifty thousand dollars (\$250,000) for each person injured and five hundred thousand dollars (\$500,000) for any one accident and one hundred thousand dollars (\$100,000) for property damage. Such policies shall name City as an additional insured. Such insurance policies shall provide coverage for City's contingent liability on any claims or losses. Copies of the policies shall be delivered to City for its files. The policy evidencing such insurance shall contain a provision that the insurance shall not be canceled without at least thirty (30) days notice to City prior to such cancellation.

C. Notwithstanding any suspension or termination hereof, Grantee shall not be relieved of any liability to City for damages or indemnification due to City by virtue of any breach of this Grant Agreement by Grantee or by virtue of this Section. City may withhold payments to Grantee until such time as the exact amount of damage due to the City from Grantee is agreed upon or is otherwise determined.

SECTION 24. NOTICE

All notices under this Grant Agreement shall be sufficient to

comply with the terms of this Grant Agreement if sent postage prepaid, certified mail, return receipt requested to the following addresses:

CITY:

City of El Paso
Department of Community and Human Development
C/O Ms. Nathlie M. Prise, Interim Director
Two Civic Center Plaza 8th Flr.
El Paso, TX 79901-1196

Grantee:

AdEdge, LLC
C/O Dyana H. Chahda, Director
1421 Lee Lee Trevino, Suite B
El Paso, TX 79936

SECTION 25. LAW GOVERNING GRANT AGREEMENT

For purposes of determining place of performance of this Grant Agreement and the law governing the same, it is agreed that this Grant Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

SECTION 26. SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Grant Agreement shall be interpreted as though such invalid agreements or covenants were not contained therein.

WITNESS our hands effective this 30th day of March, 2004.

THE CITY OF EL PASO

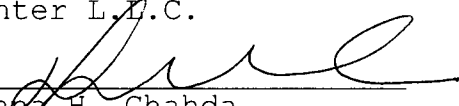
Joe Wardy
MAYOR

ATTEST:

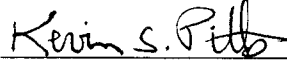
Richarda Duffy Momsen
City Clerk

"Signatures Continued on Following Page"

AdEdge Computer Training
Center L.L.C.


Dyana H. Chahda
Director

ATTEST:


Kevin S. Pitts, Grants Planner
(Print Name) (Title)

APPROVED AS TO FORM:


Lee Ann B. Koehler
Assistant City Attorney

APPROVED AS TO CONTENT:


Nathalie M. Prise, Interim Director
Community and Human Development

EXHIBIT A

PERFORMANCE STATEMENT

I. BACKGROUND

In December 1994, the City of El Paso was awarded an Enterprise Community (EC) Program designation by the Federal Department of Housing and Urban Development (HUD). The City designated two non-contiguous areas in the Central/Lower Valley and Northeast sectors of the City as the Enterprise Community Zone encompassing a combined land area of 12.5 miles. By obtaining the designation, the City was awarded a total of \$2,947,368 of Empowerment Zone/EC (EZ/EC) SSBG funds for the implementation of a Strategic Plan for the EC Zone.

The goal of the Strategic Plan is to revitalize the neighborhoods of the EC Zone and make the residents self-sustaining. In implementing the Strategic Plan, the EZ/EC SSBG funds are to be used to implement 12 Action Initiatives, one of which comprises General Equivalency Development (GED) Certification Preparation and Computer Skills Instruction.

On January 17 and 18, 2004 the City published a Request for Proposals (RFP) in the El Paso Times newspaper, seeking agencies to provide GED Certification Preparation and/or Job Oriented Computer Instruction for the benefit of residents of the EC. Five proposals were received as a result of the solicitation. A technical review committee was convened on Thursday, February 26, 2004 to interview the five applicants and rank the five proposals according to the requirements of the RFP. Afterwards, a list of the top three candidates along with a copy of all five proposals were delivered to Enterprise Community Coordinating Committee (ECCC) members to study. Meeting on March 8, 2004 the ECCC considered the three proposals and decided to recommend to City Council that AdEdge, L.L.C. be awarded a grant agreement to administer the EC Project. The Performance Statement outlined in the ensuing paragraphs was taken from the proposal submitted to the City by the Grantee's Computer Training Center. A copy of the proposal is incorporated by reference herein.

In the event that there is a conflict between the terms and conditions of this Exhibit A and Exhibit K,

the terms of Exhibit A shall control in all respects and govern the performance of the parties under this Grant Agreement.

II. PROGRAM SUMMARY

A. Purpose

The Grantee will offer an Intensive GED Training Program and Job-Oriented Computer Training designed to provide the necessary basic skills for individuals to become productive members of El Paso's workforce.

The Grantee will provide GED certification preparation and computer skills instruction to residents of the Central/Lower Valley and Northeast sectors of the EC.

The Grantee agrees to:

- Provide GED Instruction in Spanish or English
- Provide basic computer skills needed for quality employment, job retention and/or advancement.
- Provide daytime/evenings and /or weekend classes.

B. Plan of Operation

Location:

The Grantee will rent additional space at two locations to accommodate the EC participants. One location will be in close proximity to the Lower Valley portion of the EC Zone and will be located at the AdEdge Computer Training Center, 1421 Lee Trevino Drive, El Paso, Texas 79936. The other location will be at 4020 Monroe Avenue, El Paso, Texas, 79930, which is in close proximity to the Northeast portion of the EC Zone.

Student transportation costs will be reimbursed to the students for the cost of public bus fares incurred commuting to and from the location where the class is being given.

III. GRANTEES ROLE AND BACKGROUND

In July of 2000, AdEdge was incorporated in the State of Texas as a Limited Liability Corporation (L.L.C.). Dyana Hernandez Chahda and Olga "Cookie" Mapula own AdEdge.

The Grantee's Computer Training Center has been certified by the Upper Rio Grande Workforce Development

Board (URGWDB) to provide training services under the Workforce Investment Act (WIA).

The Grantee will be responsible for the fiscal, administrative, and programmatic aspects of the Project. Ms. Dyana Hernandez Chahda, co-owner of AdEdge L.L.C., will provide overall administrative oversight of the entire project in the capacity of Project Director. She will manage the project in terms of project planning, scheduling, timeline control, and fiscal and personnel management.

Ms. Hernandez Chahda is the Director of the Grantee's Computer Training Center and Manager of the Grantee's Community Technology Center. She coordinates the day-to-day operation, strategic planning, program development and quality control of the organization.

Ms. Pilar Ruiz, the Grantee's Computer Training Center Program Assistant, will act as the Project Manager for the Project under the oversight of the Project Director. Ms. Ruiz will collaborate with the staff to ensure effective program operations and will monitor instruction, maintain records and compile necessary monthly and quarterly reports. She will develop and implement course evaluation instruments. Ms. Ruiz or Ms. Hernandez Chahda will participate in any meetings required by the Enterprise Community Coordinating Committee, hereinafter referred to as "ECCC", or the Community and Human Development Department of the City.

Key Personnel for this project.

| | | |
|-----------------------------------|--|--|
| Ramona Cadena Instructor | Associate of Applied Science OIS - Office Information Systems | 5 years - Bilingual Adult Education Instructor, Computer Training Programs; Develop Training Materials |
| Guadalupe Davila Instructor | Associate of Applied Science OIS-Microcomputer Apps; OIS - General Studies; Curriculum Development; Networking & Troubleshooting | 6 years - Network Systems, Technical Support and Training; Bilingual Adult Education Instructor Cisco Academy & Computer Training Programs; Develop Training Materials; Enterprise Community Project Instructor |

| | | |
|--------------------------------|---|---|
| William Chamness Instructor | BBA CASAS Testing Certified; | 4 Years - Bilingual Adult Education Instructor of pre-GED and GED ESL, classes; CASAS Testing 28 Years - Apparel Industry Planning, Merchandising, Profitability & Training |
| Pilar Ruiz Project Manager | Computer Office Skills Certificate Graduate - AdEdge Workforce Development Program; Social Work; ESL Certificate | 6 years - Proprietary School Admissions, AdEdge CTC Program Assistant; on-going CASAS testing; Social Worker, Ciudad Juarez; ES Teacher's Assistant Volunteer; Manufacturing, Customer Service, Secretarial exp.; Bilingual |
| Ana I. Gonzalez Instructor | Loyola University, Communications - Modern Foreign Language | 3 years - GED/ESL Instructor, TA - Loyola University - taught specialized computer skills (Power Point, Quark, Photo Shop) to professors in foreign language dept. Adult Literacy Tutor, Multilingual-Spanish, French, Italian, English. |
| Ana M. Gonzalez Instructor | Bachelor in Adult Education -Juarez, Mex. Teaching certificate, Ensenada, B.C | 20+ years - GED Instructor - adult assessor for illiterate immigrants, Mexican Council |

IV. SCOPE OF SERVICES

A. GED Certification Preparation:

GED instruction will be based on the 5 required examinations (Mathematics, Science, Social Studies, Writing, Literature). See attached outline in Exhibit H. GED courses are taught in an intensive manner and there are no prerequisites for entry. The course is designed to be open entry and open exit. Individuals can exit the program and take the GED examination as soon as they are ready. Time frame for each individual will vary depending on proficiency upon entry. As an incentive to students to take the examination, students will only be responsible for ½ of the required \$75.00 (\$37.50) fee to take the examination and will be responsible for no other course costs. Should students only need to take part of the examination, they will be responsible for ½ of that amount.

The Grantee's GED instructors have a tremendous track record with many years of experience to offer. Should additional instructors be required, individuals hired would have similar qualifications.

GED instruction will consist of the following schedule:

Monday, Wednesday, Friday

Session 1: 9:00am - 12:00pm
Session 2: 1:00pm - 4:00pm
Session 3: 5:30pm - 8:30pm

Tuesday, Thursday,

Session 4: 9:00am - 1:30pm
Session 5: 4:00pm - 8:30pm

Each session will accommodate a maximum of 20 individuals.

| Number of Participants | Expected Results |
|------------------------|---|
| 75 - 100 | 80% Will sit for the examination |
| | 80% will pass at least 4 of the tests |
| | 70% of those testing will receive the GED |

B. Job - Oriented Computer Classes

Job-Oriented computer instruction will take students through the basic computer skills necessary to obtaining employment or to assist them in maintaining their current job or in receiving pay increases. Because the courses are introductory, no prerequisites are required for entry. Students will be learning the fundamentals of the Microsoft products that are the most widely used by employers requiring computer skills. Keyboarding is also essential in maximizing efficiency when using computer skills. Therefore, it is incorporated into the program of instruction. Classes will have definite start and end dates. Participants who start after a course has begun will be taken through the Jumpstart class to catch them up to

the rest of the class. Students will use a standard evaluation form to evaluate each class.

Job-Oriented instruction will include the following courses: See attached course outlines in Exhibit H.

- Introduction to Computers/Windows 2000
- Introduction to Microsoft Word
- Introduction to Microsoft Excel
- Introduction to the Internet and email
- Typing/Keyboarding
- Jumpstart to Computers

The entire block of classes that consist of all of the above will take 10 weeks to complete, so the Grantee will be able to offer the entire block of classes 4 times during the contract period.

Job-Oriented Computer Classes will consist of the following schedule:

Monday, Wednesday, Friday
Session 1: 9:00am - 12:00pm
Session 2: 1:00pm - 4:00pm
Session 3: 5:30pm - 8:30pm

Tuesday, Thursday,
Session 4: 9:00am - 1:30pm
Session 5: 4:00pm - 8:30pm

Each session will accommodate a maximum of 10 individuals.

| Number of Participants | Expected Results |
|------------------------|---|
| 160 - 200 | 80% Completion Rate |
| | 500 certificates awarded (for individual classes) |

C. Additional Services:

Job Development Services will be offered through the Grantee's Career Development Department. These services will be made available to enrolled students:

D. Program Timeline:

Phase 1: March 30 - May 1, 2004

Intensive outreach to include:

- Public service announcements on cable, spanish radio, news stations
- Flyers to be distributed to local supermarkets, religious institutions, public health clinics and areas of congregation
- Participating in meetings and gatherings of the Neighborhood Empowerment Organizations of the Enterprise Community Program

Phase 2: March 30 - April 27, 2004

Enrollment will include:

- Qualifying individuals as EC residents by using the street listing provided
- Individuals must provide proof of residence in the form of a utility bill, rent receipt, or notarized letter from landlord
- Individuals must complete an eligibility form to accompany proof of residence
- Students will be registered for desired courses and given a schedule
- Reports will be provided as required

Phase 3: May 1 - December 31, 2004

Classes Begin:

- Students will be given a brief orientation and provided an admission packet
- Certificates of Completion will be given upon successful completion of each class. See attached Sample Certificate of Completion in Exhibit K
- Attendance will be taken during every class. See attached attendance policy in Exhibit K

E. Acknowledgement:

The Grantee will acknowledge the El Paso Enterprise Community Program for its support of the provision of services under this Grant Agreement in all appropriate printed materials. However, the Department of Community and Human

Development reserves the right to approve, in whole, or of in part, the form of such acknowledgments that the Grantee proposes to include in any printed materials.

V. PROJECT EVALUATION AND REPORTING REQUIREMENTS

A. PROJECT REPORTS

1. Exhibit G: EC Service Reports. - A report of the Project's monthly service activities (GED and Computer Training), to include number of residents enrolled, number of residents completing classes, number of residents provided job placement assistance and number of classes completed. The Service Report form illustrated in Exhibit G. is to be used in completing the report. This report is to be submitted each month, whether or not the Grantee has incurred expenses.
2. Exhibit F: Enterprise Community Program Eligibility Form - At time of EC Zone residents' registration for any of the Computer Development classes, this form will be completed once verification of residency has been done.
3. Final Report. At the completion of the Project period, as defined herein, the Grantee shall submit to the Department of Community and Human Development a Final Evaluation Report on the EC Project. The report should address the progress of the Project, a cumulative total of EC Zone residents served, a summary of student evaluations, and such issues as how can the program be improved, what were some of the problems, and any other information the grantee may deem important to the evaluation of the Project.

B. PROJECT FINANCIAL REPORTING REQUIREMENTS

1. Monthly Reimbursement Requests: The Grantee shall provide the Department of Community and Human Development the following monthly reports (Supporting documentation which verifies each report shall be kept in the files of the Grantee).

2. Exhibit E: Reimbursement Request Report - A monthly financial account of the use of the funds requested for reimbursement under this Grant Agreement must be provided. To back up expenditures reported, this request is to be accompanied by either paid receipts, canceled checks, verification of the computerized financial entry showing that payment has been processed to the person or vendor owed, payroll receipts and copies of bills.
3. Exhibit I: Budget Revision Report - The Grantee, from time to time, during the course of the Grant Agreement period, may request changes to the approved budget line items listed in the project's budget shown in Exhibit B. the request for budget line item changes must be submitted in writing to the City by using the Budget Revision form illustrated in Exhibit I. of this Grant Agreement. The budget line item changes will take affect on the date approved and signed by the Director of Community and Human Development. The City shall not be liable to Grantee for any expenses related to budget line item changes that were incurred prior to the Director's approval of the budget change requests.

The above information shall be submitted to the Director of the Department of Community and Human Development by a date agreed upon by the grantee and the Director. Failure to provide this information by the due date may be treated as a breach of this Grant Agreement.

C. ORAL REPORTING REQUIREMENTS

The Grantee shall present quarterly oral project status reports to the ECCC. Presentation will be based on the previous three monthly Project Progress Reports submitted.

Failure to participate in the above requirements may be treated by the Community and Human Development Department as a breach of this Grant Agreement.

D. PROJECT MONITORING

1. The Department of Community and Human Development reserves the right on its behalf and on behalf of the State Agency or HUD to perform, or have their designees perform, a periodic fiscal, programmatic and on-site monitoring of the Grantee's compliance with the provisions of this Grant Agreement. The monitoring shall be conducted by the Department of Community and Human Development in a reasonable time, place, and manner. The Grantee shall provide the assistance and information needed by the Department of Community and Human Development in monitoring and evaluating the performance of the above-mentioned areas of accountability.
2. Monitoring reviews will include a written report to the Grantee documenting findings and concerns that will require a written response to the Department of Community and Human Development. An acceptable response must be received by the Department of Community and Human Development within 30 days from the Grantee's receipt of the monitoring report. In the event that a response to the monitoring report is not received, future payments will be withheld under this Grant Agreement.
3. Failure of the Grantee to take all actions necessary to resolve and close monitoring findings within 60 days of receipt of the monitoring report shall be considered a breach of this Grant Agreement and cause for termination of the Grant Agreement.
4. The Director of Community and Human Development shall have the discretion to extend the 60 day period for reasons the Director may judge to be extenuating circumstances.

EXHIBIT B

| BUDGET | | | |
|---|----------------------|---------------------|----------------------|
| BUDGET CATEGORY | EZ/EC SSBG FUNDS | GRANTEE'S IN-KIND | TOTAL |
| PERSONNEL | | | |
| Salaries and Wages | | | |
| Project Manager | \$ 8,000.00 | | \$ 8,000.00 |
| Project Director | | \$ 5,000.00 | \$ 5,000.00 |
| 3 Full-time, 2 part-time equivalent Instructors | \$ 43,200.00 | | \$ 43,200.00 |
| Technical Support | | \$ 1,375.00 | \$ 1,375.00 |
| Clerical Support | | \$ 3,000.00 | \$ 3,000.00 |
| Building Maintenance | \$ 6,000.00 | | \$ 6,000.00 |
| Subtotal Personnel | \$ 57,200.00 | \$ 9,375.00 | \$ 66,575.00 |
| Fringe Benefits 18% | | | |
| | \$ 10,296.00 | | \$ 10,296.00 |
| Subtotal Fringe Benefits | \$ 10,296.00 | \$ - | \$ 10,296.00 |
| ADVERTISING/OUTREACH | \$ 250.00 | | \$ 250.00 |
| | \$ 250.00 | \$ - | \$ 250.00 |
| OPERATING LEASES | | | |
| Instruction Facility Leases (2) locs. | \$ 11,375.00 | | \$ 11,375.00 |
| Computer Equipment Lease | \$ 3,000.00 | \$ 3,000.00 | |
| Subtotal Operating Leases | \$ 14,375.00 | \$ 3,000.00 | \$ 11,375.00 |
| SUPPLIES AND MATERIALS | | | |
| Office Supplies | \$ 1,000.00 | | \$ 1,000.00 |
| Minor Comp. Equipment & Maintenance Supplies | \$ 475.00 | | \$ 475.00 |
| Training Materials | \$ 5,584.00 | | \$ 5,584.00 |
| Subtotal Supp & Materials | \$ 7,059.00 | \$ - | \$ 7,059.00 |
| OPERATING EXPENDITURES | | | |
| Communication | | | |
| Phone | \$ 700.00 | | \$ 700.00 |
| Utilities | | | |
| Electricity | \$ 900.00 | | \$ 900.00 |
| Subtotal Operating Expend | \$ 1,600.00 | \$ - | \$ 1,600.00 |
| Other Operating Expenditures | | | |
| Indirect Costs | \$ 9,500.00 | | \$ 9,500.00 |
| Subtotal Other Charges | \$ 9,500.00 | \$ - | \$ 9,500.00 |
| GRAND TOTALS - PROJECT BUDGET | \$ 100,280.00 | \$ 12,375.00 | \$ 112,655.00 |

EXHIBIT B

BUDGET

| BUDGET CATEGORY DETAIL | EZ/EC SSBG FUNDS | TOTAL |
|---|----------------------|----------------------|
| PERSONNEL | | |
| Salaries and Wages | | |
| Project Manager = \$ 8,000.00 Part of Salary billed to Project for 9 months | | \$ 8,000.00 |
| Instructors = \$ 43,200.00 3 Fulltime Equivalent 40-45hrs wk. @\$12-15/hr. 2 Part-time Equivalent 15-30hrs wk. @\$12-15/hr. | | \$ 43,200.00 |
| Building Maintenance Staff = \$ 6,000.00 \$75 per week @ 10 hrs/wk/ @ 2 locations | | \$ 6,000.00 |
| Subtotal Personnel | \$ 57,200.00 | \$ 57,200.00 |
| Fringe Benefits X 18% = | \$ 10,296.00 | \$ 10,296.00 |
| Subtotal Fringe Benefits | \$ 10,296.00 | \$ 10,296.00 |
| ADVERTISING/OUTREACH | \$ 250.00 | \$ 250.00 |
| OPERATING LEASES | | |
| Instruction Facility Leases = \$ 11,375.00 \$875 per month x 9 = \$ 7,875.00 \$388 per month x 9 = \$ 3,500.00 | | \$ 11,375.00 |
| Computer Equipment Lease = \$ 3,000.00 10 Computers @ 1 location x 9 months | | \$ 3,000.00 |
| Subtotal Operating Leases | \$ 14,375.00 | \$ 14,375.00 |
| SUPPLIES AND MATERIALS | | |
| Office Supplies | \$ 1,000.00 | \$ 1,000.00 |
| Minor Comp. Equipment & Maintenance Supplies | \$ 475.00 | \$ 475.00 |
| GED Training Materials = \$ 5,584.00 \$18.34/book @100 Students = \$ 1,834.00 Partial costs of GED tests = \$ 3,750.00 | | \$ 5,584.00 |
| Subtotal Supp & Materials | \$ 7,059.00 | \$ 7,059.00 |
| OPERATING EXPENDITURES | | |
| Phone | \$ 700.00 | \$ 700.00 |
| Electricity | \$ 900.00 | \$ 900.00 |
| Subtotal Operating Expend | \$ 1,600.00 | \$ 1,600.00 |
| Other Operating Expenditures | | |
| Indirect Costs | \$ 9,500.00 | \$ 9,500.00 |
| Subtotal Other Charges | \$ 9,500.00 | \$ 9,500.00 |
| GRAND TOTALS - PROJECT BUDGET | \$ 100,280.00 | \$ 100,280.00 |

CERTIFICATION
REGARDING DEPARTMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION
REGARDING DEPARTMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

EXHIBIT C pg. 1

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor

Vendor ID No. (if Serial) Security No.

HHSC Contract No. (if applicable)

AEDGE LLC

Printed/Typed Name and Title of Authorized Representative

DYANA CHAUDHA, DIRECTOR

Signature of Authorized Representative

DATE

3/24/04

HHSC 05-55

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards—Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying—To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited—The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant, loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services—Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities—The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations—There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements—Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☐ No

| | | |
|--|--|----------------------------------|
| Name of Contractor/Potential Contractor ABEDGE LLC | Vendor ID No. or Social Security No. / | HHS Contract No. (if applicable) |
|--|--|----------------------------------|

| | | |
|---|------------------------|---|
| Signature of Authorized Representative (Print or Print) | Date 3/24/04 | Signature of Authorized Representative DYANA CHANDA, DIRECTOR |
|---|------------------------|---|

EXHIBIT D

Incorporated By Reference Herein: On file in the
Department of Community and Human Development

EXCERPTS FROM THE OMNIBUS RECONCILIATION ACT OF 1993

- ▶ ESTABLISHING THE EZ/EC PROGRAM
- ▶ AUTHORIZING HHS TO MAKE GRANTS TO DESIGNATED
EMPOWERMENT ZONES AND ENTERPRISE COMMUNITIES

EXHIBIT E

ENTERPRISE COMMUNITY PROGRAM REIMBURSEMENT REQUEST SUMMARY

Agency Name: AdEdge, LLC

Preparer's Name, Title: _____

Date: _____

Reporting Period: _____

Phone: _____

| Budget Category | Approved Budget For Agreement Period | Amount of Request This Period | Total Amount Requested to Date | Balance |
|---|--|-------------------------------------|--------------------------------------|----------------------|
| PERSONNEL | | | | |
| WAGES | \$ 57,200.00 | \$ - | \$ - | \$ 57,200.00 |
| A. Project Manager | \$ 8,000.00 | \$ - | \$ - | \$ 8,000.00 |
| B. Instructor's (4) | \$ 43,200.00 | \$ - | \$ - | \$ 43,200.00 |
| C. Building Maintenance | \$ 6,000.00 | | | \$ 6,000.00 |
| FRINGE BENEFITS | \$ 10,296.00 | \$ - | \$ - | \$ 10,296.00 |
| ADVERTISING/ OUTREACH | \$ 250.00 | | | \$ 250.00 |
| OPERATING LEASES | \$ 14,375.00 | | | \$ 14,375.00 |
| A. Instruction Facility Lease | \$ 11,375.00 | \$ - | \$ - | \$ 11,375.00 |
| B. Computer Equipment Lease | \$ 3,000.00 | | | \$ 3,000.00 |
| MATERIALS AND SUPPLIES | \$ 7,059.00 | | | \$ 7,059.00 |
| A. Office Supplies | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 |
| B. Minor Computer Equip.& Main.Supplies | \$ 475.00 | \$ - | \$ - | \$ 475.00 |
| C. Training Materials | \$ 5,584.00 | \$ - | \$ - | \$ 5,584.00 |
| OPERATING EXPENDITURES | \$ 1,600.00 | | | \$ 1,600.00 |
| Communication | | | | |
| A. Phone | \$ 850.00 | | | \$ 850.00 |
| Utilities | | | | \$ - |
| B. Electricity | \$ 900.00 | | | \$ 900.00 |
| OTHER OPERATING EXPENDITURES | \$ 9,500.00 | | | \$ 9,500.00 |
| A. Indirect Costs | \$ 9,500.00 | | | \$ 9,500.00 |
| GRAND TOTAL | \$ 100,280.00 | | | \$ 100,280.00 |

Certification: I certify this request for payment has been made in accordance with the terms and conditions of the contract, and the date reported above is correct and shown in our official records.

Signature, Executive Director _____

Date _____

EXHIBIT E

ENTERPRISE COMMUNITY PROGRAM REIMBURSEMENT REQUEST

Agency Name: AdEdge Computer Training Center LLC
Preparer's Name:
Date:
Reporting Period:

| BUDGET CATEGORY | Amount of Reimbursement Requested from City |
|---|---|
| PERSONNEL | |
| Wages | |
| Fringe Benefits | |
| SUBTOTAL | |
| Advertising/Outreach | |
| Building Maintenance Services | |
| SUBTOTAL | |
| OPERATING LEASES | |
| Instruction Facility Lease | |
| Computer Equipment Lease | |
| SUBTOTAL | |
| SUPPLIES AND MATERIALS | |
| Office Supplies | |
| Minor Computer Equipment & Maintenance Supplies | |
| Training Materials | |
| SUBTOTAL | |
| OPERATING EXPENDITURES | |
| Communication | |
| Phone | |
| Utilities | |
| Electricity | |
| SUBTOTAL | |
| OTHER OPERATING EXPENDITURES | |
| Indirect Costs | |
| SUBTOTAL | |
| | |
| | |

EXHIBIT F



ENTERPRISE COMMUNITY PROGRAM
ELIGIBILITY FORM

NAME _____

HOME ADDRESS _____

HOME TELEPHONE _____

GENDER: M/F

FEMALE HEAD OF HH: Y/N

ETHNICITY: White (not hispanic origin)
American Indian/Alaskan Native
Asian or Pacific Islander

Black (not hispanic origin)
Hispanic

I hereby certify that I am a student/participant at _____, and that the information on the page above is true and correct to the best of my knowledge. I understand that this information is for use in determining my qualification for a program supported in part by federal funds. I understand that this information may be verified at a later date.

Signature of Client or legal guardian Date Signed



FOR AGENCY USE ONLY

Address is located within the EC Zone? Y N _____
Staff Member Making Verification

Address located within which NEO Area: UNE LNE CLV SLV NLV

Address verification attached? Y N



EXHIBIT G

ENTERPRISE COMMUNITY PROGRAM SERVICE REPORT

AGENCY: AdEdge, LLC

EC INITIATIVE: GED Certification Preparation/ Computer Skills Instruction

MONTHLY REPORTING PERIOD:

| Statistical Information | Total for Month | PROGRAM START |
|--|-----------------|-----------------------------|
| | | Cumulative Total for YTD |
| 1. Number of participants enrolled in Computer classes. | 1. | |
| 2. Number of participants enrolled in GED classes. | 2. | |
| 3. Number of participants completed Computer core classes. | 3. | |
| 4. Number of participants who completed GED modules . | 4. | |
| 5. Number of Computer core classes completed. | 5. | |
| 6. Number of GED modules completed. | 6. | |
| 7. Number of participants receiving Computer Certificate. | 7. | |
| 8. Number of participants who received GED. | 8. | |
| 9. Number of participants assisted in job placement. | 9. | |
| 10. Number of participants who have been served in: | 10. | |
| Upper Northeast NEO | UNE | |
| Lower Northeast NEO | LNE | |
| Central/Lower Valley NEO | CLV | |
| Southern Lower Valley NEO | SLV | |
| Northern Lower Valley NEO | NLV | |
| 6. Total payments received to date. | 6. | 6. |
| 7. Total <u>in-kind</u> payments provided to date (line-item breakdown). | 7. | 7. |
| 8. Additional comments on successes and /or problem areas encountered during reporting period. (continue on back if needed) | | |

I have **verified** that all of the clients served this period reside within the Enterprise Community Zone.

All items purchased for this program were signed for and received by eligible clients.

Staff Member making address verifications:

Name (print name)

Position

Signature

Date

Program Director

Date

Course Outlines



COMPUTER TRAINING CENTER

Phone: 915-599-1114 • Fax: 915-599-1115

General Education Diploma (GED)

Objective: This program will provide students with the skills needed to pass the GED examination. It combines the latest in teaching methods, subject matter and materials. Students instantly build their knowledge through practice, review and interactive skills. Students use the appropriate vocabulary, geographic, reference/study, critical thinking and decision – making skills necessary to pass the GED test.

Module 1

Mathematics

Module 2

Language Arts (Reading)

Module 3

Social Studies

Module 4

Science

Module 5

Language Arts (Writing)

Sample Evaluation Form

Computer Learning Center Instructor Evaluation Form

Date: _____

Class: _____

Instructor: _____

As a participant of the program we would appreciate your feedback in evaluating this class. Please rate each of the following factors by circling the appropriate number.

Scoring: 4 = Excellent, 3 = Good, 2 = Fair, 1 = Poor

| | | | | |
|---|---|-----|----|---|
| Presentation of material | 4 | 3 | 2 | 1 |
| Answers to questions: | 4 | 3 | 2 | 1 |
| Met expectations: | 4 | 3 | 2 | 1 |
| Instructor: | 4 | 3 | 2 | 1 |
| Organization of class: | 4 | 3 | 2 | 1 |
| Was the class helpful to you? | | Yes | No | |
| Did the class provide you with new knowledge that could be useful to you in the future? | | Yes | No | |
| Would you recommend this class? | | Yes | No | |

If not, why not? _____

Comments:

Job Oriented Computer Classes Course Outlines

Introduction to Windows 2000

1: Getting Started

- Starting Windows 2000
 - Identifying Objects on the Desktop
 - Identifying Drives
- Using the Mouse in Windows 2000
 - Using the Taskbar
 - Opening a Shortcut Menu
- Working with Windows
 - Controlling Windows
 - Moving and Resizing Windows
 - Scrolling in a Window
 - Tiling and Cascading Windows
- Getting Online Help
 - Viewing the Help Contents
 - Searching for an Index Entry
 - Finding a Help Topic
- Modifying Help Topics
- Creating Annotations
 - Getting What's This? Help
- Shutting Down Windows 2000

2: Working with Programs and Documents

- Starting Programs
 - Creating Graphics
 - Saving Documents
- Working with Documents
 - Opening a Documents
 - Using My Computer to Open Documents
- Inserting, Deleting, and Replacing Text
- Using cut, Copy, and Paste

3: Working with Disk, Files, and Folders

- Exploring My Computer
- Formatting Disk
- Identifying Floppy Disk
- Using Windows Explorer
- Creating Folders
- Copying Files and Folders
- Moving Files and Folders
- Creating Shortcuts
- Deleting Files with the Recycle Bin

4: Customizing the Desktop

Setting the Date and Time
Customizing Colors
Customizing the Desktop
Changing Mouse Settings
Selecting a Screen Saver

By the end of the course, the student will be able to:

- Identify Windows 2000 elements and objects on the desktop
- Use the mouse to work with menus, dialog boxes, and windows
- Switch between open windows to perform multitasking
- Answer questions with Help to simplify troubleshooting
- Start and use programs to create and edit documents
- Use different techniques to create, open, and save documents
- Cut, copy, and paste information to simplify the document editing process
- Use My Computer and Windows Explorer to manage disk, drives, files, and folders
- Copy, move, rename, and delete files to organize your work
- Customize the desktop with colors and screen savers to personalize your desktop

Measurement of Skills/Criteria:

Skills will be demonstrated through a combination of methods, including performance demonstrations, tests, group and individual projects, instructor assessment, and attendance. There is an 85% attainment standard for all courses.

Introduction to Microsoft Word

1: Getting Started with Word

- Creating a Document
 - Identifying Screen Elements
 - Using ToolTips
 - Using the Office Assistant
 - Entering Text
- Saving a Document
 - Understanding Filenames
 - Specifying the Disk Drive and Folder
- Opening a Document
 - Using the Save As Command
 - Checking Spelling and Grammar

2: Using Word Basics

- Moving in a Document
- Editing a Document
 - Selecting Text Using The Mouse
 - Editing Text Using the Mouse
 - Undoing Your Actions
- Printing a Document

3: Managing Text

- Aligning Text
- Moving, Copying, and Replacing Text
 - Using Cut, Copy, and Paste
 - Using Drag and Drop
 - Finding and Replacing Text

4: Modifying and Enhancing Character Appearance

- Modifying Character Appearance
 - Modifying Characters with the Formatting Toolbar
 - Adding Characters Emphasis
- Using Special Effects
 - Modifying a Font Using the Menu
 - Commands
 - Highlighting Text

5: Formatting Text into Tabular Columns

- Using and Adjusting Tabs
 - Using Tab Leaders

6: Creating and Managing Tables

- Creating Tables
 - Adding Information to a Table
 - Selecting Cells in a Table
- Modifying and Formatting Tables
 - Adding Rows and Columns
 - Formatting a Table
- Converting Text to a Table
- Sorting Tables

7: Controlling Page Layout

- Setting Indents
 - Indenting Paragraphs
 - Creating a Hanging Indent and a First Line Indent
 - Modifying Indent Using the Ruler
- Adding Bullets and Numbers
- Setting Margins
- Inserting Page Breaks

8: Enhancing Productivity Using Error Checking Tools

- Checking Spelling in a Document
- Using the Thesaurus
- Inserting AutoText
- Using AutoCorrect

By the end of the course, the student will be able to:

- Create and save documents for easy retrieval
- Insert and delete text to edit a document
- Move, copy, and replace text
- Modify text for emphasis
- Set and remove tab stops to enhance document appearance
- Create, modify, and format tables to organize text
- Use margins, indents, bullets, and numbering to change text layout
- Use proofreading tools to enhance productivity

Measurement of Skills/Criteria:

Skills will be demonstrated through a combination of methods, including performance demonstrations, tests, group and individual projects, instructor assessment, and attendance. There is an 85% attainment standard for all courses.

Introduction to Excel

1: Getting Started with Microsoft Excel

- Identifying Worksheet Terms
 - Starting Microsoft Excel
 - Navigating Spreadsheets
 - Selecting Cells
 - Closing Workbooks
- Entering Data in a New Worksheet
 - Opening a New Workbook and Entering Data
 - Saving the Worksheet
- Getting Help
 - Using Help

2: Changing the Look of a Worksheet

- Modifying the Worksheet
 - Resizing Columns and Rows
 - Inserting Rows and Columns in the Worksheet
 - Editing Cell Contents
- Copying and Moving Cell Contents
- Using AutoFill

3: Working with Formulas

- Creating and Using Formulas
 - Entering Formulas into a Worksheet
 - Using AutoFill to Copy Formulas
- Using Absolute Cell References
 - Changing a Relative Cell Reference to an Absolute Cell Reference

4: Using Functions

- Creating and Using Functions
 - Using AutoSum
 - Using Functions to Compare Cell Values
- Using the Paste Function Command

5: Formatting Data

- Formatting Text, Numbers, and Cells
 - Applying Text Formatting
 - Copying the Formatting to Other Cells
 - Changing Number Formatting
- Formatting Worksheets
 - Previewing the Worksheets

6: Creating Charts

- Creating Charts
 - Creating Charts in a Worksheet
- Modifying Charts
 - Formatting Chart Elements
 - Changing the Charts Type

7: Working with Workbooks

- Rearranging the Workbook
 - Inserting, Deleting, Renaming, and Moving Worksheets
- Using Multiple Worksheets to Record Related Data
 - Creating Formulas on Multiple Worksheets
 - Formatting Multiple Worksheets

8: Modifying Page Formatting

- Changing Page Setup
 - Modifying Page Setup Settings
- Modifying Headers and Footers
 - Printing the Workbook

By the end of the course, students will be able to:

- Identify basic worksheet and workbook concepts and terms
- Modify the worksheet
- Create and copy formulas
- Use functions to calculate and return values
- Format cells to enhance the appearance of the worksheet
- Create charts that represent your data
- Work with and organize worksheets in a workbook
- Change the page setup to define how the printed worksheet appears

Measurement of Skills/Criteria:

Skills will be demonstrated through a combination of methods, including performance demonstrations, tests, group and individual projects, instructor assessment, and attendance. There is an 85% attainment standard for all courses.

EXHIBIT I



ENTERPRISE COMMUNITY

BUDGET REVISION REPORT

AGENCY _____

PREPARER'S NAME _____

DATE _____

DECREASE:

| LINE ITEM TITLE | CURRENT ALLOCATION | REVISED ALLOCATION | DIFFERENCE |
|-----------------|--------------------|--------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

INCREASE:

| LINE ITEM TITLE | CURRENT ALLOCATION | REVISED ALLOCATION | DIFFERENCE |
|-----------------|--------------------|--------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Increase minus decrease should equal zero.

EXPLANATION:

Signature of Executive Director: _____

Date: _____

Signature of CD Director: _____

Date: _____



DEPARTMENT OF HEALTH & HUMAN SERVICES

EXHIBIT J pg. 1

Office of the Secretary

Washington, D.C. 20201

**GUIDANCE FOR AUDITORS TO USE WHEN EXAMINING
EZ/EC SSBG AWARD
RECIPIENTS AND SUB-RECIPIENTS**

February 12, 1996

U.S. Department of Health and Human Services
February

EMPOWERMENT ZONES PROGRAM

93.585

EMPOWERMENT ZONES/ENTERPRISE COMMUNITIES -- SOCIAL SERVICES BLOCK GRANT

I. PROGRAM OBJECTIVES

The objective of the Empowerment Zone/Enterprise Community Program is to encourage residents, community groups, not-for-profit organizations, businesses, local, State, and federal government agencies and other institutions to coordinate efforts and resources for creating economic revitalization and human development in distressed urban neighborhoods and rural areas. Each area designated as either a federal "Empowerment Zone" (EZ) or "Enterprise Community" (EC) benefits from federal assistance including federal tax incentives and technical support of various kinds, in order to implement locally-developed, holistic strategic plans and "benchmark documents" for achieving long term revitalization.

II. PROGRAM PROCEDURES

HHS awarded funds to States, which must award them to federally-specified local governments or other organizations (hereinafter referred to as "Lead Entities"), for activities and services included in locally-produced EZ or EC strategic plans which are consistent with broad requirements stipulated in Part IV of the Omnibus Budget Reconciliation Act of 1993, Social Services in Empowerment Zones and Enterprise Communities. Each Lead Entity and an agency representing its State signed a "Memorandum of Agreement" (MOA) with either HUD or USDA. The MOAs involve the establishment of a "partnership" relationship between the Lead Entity, the State government, and either HUD or USDA, to ensure successful implementation of the strategic plan and benchmark document.

U.S. Department of Health and Human Services
February 1983

-- Examples of Allowed Activities

The statutory goals may be achieved by any of a wide variety of projects and services including, but not limited to, the following activities and program options.

Activities: Some examples of the types of activities which may be financed in whole or in part with the EZ/EC SSBG award include administrative activities including but not limited to coordination, planning and overhead expenses; community building efforts; community development banking and the establishment of revolving loan funds to provide assistance to residents, area businesses, or both; economic development and employment creation efforts; environmental clean-up programs; human and social services and programs; infrastructure development such as roadway and sidewalk improvement programs; health services staffing and provision; job training and education programs; leadership development programs; micro-enterprise development and financing; public safety staffing and projects such as community policing programs; and transportation activities.

Program Options: Program options are more examples of the types of activities Lead Entities may finance with the funds. The program "Application Guide" refers to these as "approved program options," and paraphrases them as follows (Application Guide, p. 30): 1) fund community and economic development services focused on disadvantaged adults and youths, including skills training; transportation services; and job, housing, business, and financial management counseling; 2) support programs that promote home ownership, education, or other routes to economic independence for low-income families, youth, and other individuals; 3) assist in the provision of emergency and transitional shelter for disadvantaged families, youth, and other individuals; 4) provide assistance to nonprofit

U.S. Department of Health and Human Services

III. COMPLIANCE REQUIREMENTS AND SUGGESTED AUDIT PROCEDURES

A. Types of Services Allowed or Not Allowed

Compliance Requirement

The State must: 1) obligate funds to the Lead Entity or other subrecipient as stipulated in the EZ or EC strategic plan and benchmark document in accordance with the laws and procedures applicable to the obligation and expenditure of its own funds (Grant Terms and Conditions point #6; 24 CFR 597.200 (12) (iv) (for urban sites); and 7 CFR 25.200 (12) (iv) (for rural sites)), 2) allow subrecipients to expend the funds throughout the period of designation in accordance with the EZ or EC strategic plan and benchmark document, (Grant Terms and Conditions point #2), and 3) abide by the following HHS regulations: 45 CFR Parts 96.11; 96.12; 96.15; 96.30; 96.31; 96.32; 96.33; 96.50; 96.51; 96.52.

The Lead Entity must expend the funds in accordance with its State's laws and administrative procedures. (45 CFR 96.30.)

--Statutory Goals

The State must allow the Lead Entity to use the funds for activities that meet the following three requirements: 1) is included in the EZ or EC strategic plan as transposed into a "benchmark document" and amendments thereto, 2) benefits residents of the census tracts comprising the EZ or EC, and 3) is focused on achieving at least one of the three broad statutory goals: a) achieving or maintaining economic self-support to prevent, reduce, or eliminate dependency; b) achieving or maintaining self-sufficiency, including reduction or prevention of dependency; or c) preventing or remedying neglect, abuse, or exploitation of children and adults unable to protect their own interests, or preserving, rehabilitating or reuniting families. (45 U.S.C. 2007)

U.S. Department of Health and Human Services
February 12, 1996

organizations and community and junior colleges so they will be able to provide disadvantaged individuals with opportunities for short-term training courses in entrepreneurial, self-employment, and other skills that will promote individual self-sufficiency and the interests of the community; 5) fund programs to provide training and employment for disadvantaged adults and youths in construction, rehabilitation, or improvement of affordable housing, public infrastructure, and community facilities; 6) provide support for residential or nonresidential drug and alcohol prevention and treatment programs that offer comprehensive services for pregnant women and mothers and their children; and 7) establish programs that provide activities outside of school hours, including keeping school buildings open during evenings and weekends for mentoring and study. (45 U.S.C. 2007(b)) The program options are to be interpreted and defined broadly.

Lead Entities may use the funds to purchase or improve land, or to purchase, construct, or permanently improve any facility if the activity meets at least one of the three broad statutory goals, and if either: 1) the Lead Entity has secured a written "waiver" from the HHS Office of Community Services stating that it may use the funds for purchase or improvement; (45 CFR Part 96.15), or 2) the activity of purchase or improvement is related to any one or more of the program options (45 U.S.C. 2007(b); 24 CFR 597.200(12)(ii) (for urban sites), and 7 CFR 25.200(12)(ii) (for rural sites)).

Suggested Audit Procedures

Test expenditures and related records.

U.S. Department of Health and Human
February

B. Eligibility -

Compliance Requirement

If the meaning of the terms "benefit," "resident," "disadvantaged," and "low-income" or a process for defining these terms is specified in the EZ or EC strategic plan, benchmark document, and/or operating procedures the State must allow the Lead Entity to determine eligible uses of funds in accordance with these locally-developed definitions and processes.

The Lead Entity may develop distinct definitions for these terms for each activity to be financed with the funds.

Suggested Audit Procedures

Test expenditures and related records.

C. Matching, Level of Effort, and Earmarking Requirements

No requirements.

D. Special Reporting Requirements

Compliance Requirement

The Terms and Conditions of the HHS grant to the States outline the fiscal reporting requirements. States are required to prepare reports as follows: 1) annual reports are due 90 days after the end of each grant year. The grant year extends twelve months from the date HHS awarded the EZ/EC SSBG grants to the State. The grant year for the grants to States of ECs runs from December 21, 1994 until December 20, 1995. There are two separate grant years for EZ grants. For the initial grant, the year runs from December 21, 1994 until December 21, 1995. For the second, the grant year runs from October 1, 1995 until September 30,

U.S. Department of Health and Human Services
February

1996, 2) interim reports are due 30 days after the termination of a federal Empowerment Zone or Enterprise Community designation, whether it is during the first two-year period of the grant program or thereafter, 3) final report is due 180 days after the designation of all federal Empowerment Zones and Enterprise Communities in the State have ended.

The States may choose between any of the following three standard Federal Status Report forms for the required reports: SF-269 (Rev. 4-88); SF-269A (Rev. 4-88); or Standard Form 269 (7-76).

The States may determine the manner and form of reporting by the Lead Entities.

Suggested Audit Procedures

See Federal Financial reports in the General Requirements Section of the Compliance Supplement.

E. Special Tests and Provisions

Compliance Requirement

A State's and Lead Entity's fiscal control and accounting procedures for the grant must be sufficient to (a) permit preparation of fiscal reports required by HHS, and (b) permit the tracing of funds to a level of expenditures adequate only to establish that such funds have not been used in violation of the restrictions and prohibitions of the statute authorizing the EZ/EC SSBG award. (45 CFR 96.30)

Suggested Audit Procedures

Determine if sufficient fiscal control and accounting procedures are in place which allow the tracing of the funds

U.S. Department of Health and Human Services
February 1991

to establish that they have been used for activities which comply with statutory requirements.

Compliance Requirement

States and Lead Entities must abide by the following standards when drawing down and using funds for capitalizing revolving loan funds or other mechanisms used by Community Development Financial Institutions: 1) the revolving loan fund or other mechanism must be part of the Lead Entity's strategic plan and benchmark document, 2) the revolving loan fund or other mechanism must be structured to benefit residents of the census tracts comprising the EZ or EC, 3) the State and Lead Entity may access EZ/EC SSBG funds for the revolving loan fund or other mechanism only when the entity that will manage the fund or mechanism has been established and is ready to conduct business, and 4) the State and Lead Entity should exercise prudent fiscal procedures when accessing the EZ/EC SSBG funds for the revolving loan fund or other mechanism. For example, they should estimate the amount of funds that will be loaned during a quarter and draw down no more than that amount.

Suggested Audit Procedures

State --

Review the State's process for determining the reasonableness of the Lead Entity's request for cash for capitalizing revolving loan funds and other mechanisms of Community Development Financial Institutions.

Lead Entity --

Review selected revolving loan funds and other such mechanisms capitalized with EZ/EC SSBG award funds to determine whether they contain unreasonably large amounts of cash which have never been loaned and which are not likely to be loaned in the relatively near future.

*U.S. Department of Health and Human S
February 1.*

Compliance Requirement

The State must follow its procedures for "obligating" (e.g. awarding to a subrecipient) the funds in accordance with State laws and regulations within two years of the date HHS awarded the funds.

Suggested Audit Procedure

Test expenditures and related records.

EXHIBIT K

Incorporated By Reference Herein: On file in the
Department of Community and Human Development

EC GED/Computer Training
Proposal

Submitted by:

Dyana H. Chahda, Director
AdEdge Computer Training Center
1421 Lee Trevino, Suite B2
El Paso, Texas 79936
February 17, 2004

EXHIBIT L

G&P Real Estate Consultants LLC.

Property Management

1160 Airways Blvd. Suite DA-1 El Paso TX 79925

Phone: 915-779-8583 Fax: 915-779-2243

Graciela915@aol.com

February 16, 2004

Dyana Chahda, Director
AdEdge Computer Training Center
1421 Lee Treviño, Suite B2
El Paso, TX 79936

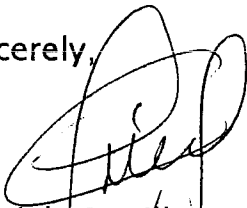
Re: Letter of Intent

Dear Ms. Chahda:

G&P Real Estate Consultants will make available the facility located at 1421 Lee Treviño, Suite A5 to AdEdge Computer Training Center. This is contingent on your receiving the solicited proposal from the City of El Paso to provide General Equivalency Development (G.E.D.) preparation and/or job-oriented computer instruction.

If you need further information or assistance, please do not hesitate to call me at 779-8583.

Sincerely,

A handwritten signature in black ink, appearing to read 'Graciela Portilla', written over a horizontal line.

Graciela Portilla
Property Manager

EXHIBIT M

G&P Real Estate Consultants LLC.

Property Management

1160 Airways Blvd. Suite DA-1 El Paso TX 79925

Phone: 915-779-8583 Fax: 915-779-2243

Graciela915@aol.com

February 16, 2004

Dyana Chahda, Director
AdEdge Computer Training Center
1421 Lee Treviño, Suite B2
El Paso, TX 79936

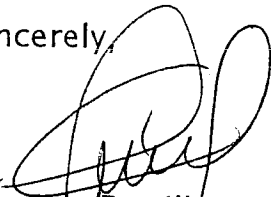
Re: Letter of Intent

Dear Ms. Chahda:

G&P Real Estate Consultants will make available the facility located at 4020 Monroe Ave, to AdEdge Computer Training Center. This is contingent on your receiving the solicited proposal from the City of El Paso to provide General Equivalency Development (G.E.D.) preparation and/or job-oriented computer instruction.

If you need further information or assistance, please do not hesitate to call me at 779-8583.

Sincerely,

A handwritten signature in black ink, appearing to read 'Graciela Portilla', written over a horizontal line.

Graciela Portilla
Property Manager